

A. G. Contract No. KR00 0423TRN
ADOT ECS File: JPA 00-22
Project: HURF Advance
Section: Queen Creek box Culvert at
Vineyard Road
Project No. HRF-PPN-0-726
TRACS No: HF026 01C

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 6 June, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and PINAL COUNTY acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State Transportation Board has approved the exchange of \$203,400.00 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the Queen Creek box Culvert at Vineyard Road, and such funds will be repaid to the State by withholding from the Central Arizona Council of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of \$260,485 00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 24027
Filed with the Secretary of State
Date Filed: 06/06/00

Betsy Bayless
Secretary of State

By Dicky J. Harnwood

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by CAAG representatives and State ADOT representatives.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II 1.c., d. and f. above.

b. Withhold from CAAG, federal funds and the obligation authority of federal funds in the amount of \$260,485.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

- 3 This agreement shall become effective upon filing with the Secretary of State.
- 4 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
- 5 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
- 6 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
- 7 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


Pinal County
Public Works Director
PO Box 727
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

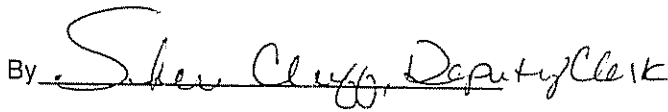
PINAL COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
Colonel D Ruiz, Chairman
Board of Supervisors 5/17/09

By 
MARY LYNN TISCHER, Director
Transportation Planning

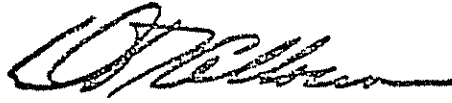
ATTEST

By 
Sheri Cluff, Deputy Clerk
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 28th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Queen Creek Box Culvert at Vineyard Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

When Recorded Return to:
Clerk of the Pinal County
Board of Supervisors
P O Box 827
Florence, AZ 85232

RESOLUTION NO. 51700-JPA

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO
INTERGOVERNMENTAL AGREEMENT JPA 00-22 WITH THE STATE OF
ARIZONA FOR DEFINING RESPONSIBILITIES FOR THE CONVEYANCE
OF HIGHWAY USER REVENUE FUNDS FOR CONSTRUCTION OF THE
QUEEN CREEK BOX CULVERT AT VINEYARD ROAD.

WHEREAS, Pinal County has requested the exchange of \$203,400 in HURF
funds for construction of improvements to the Queen Creek Box Culvert at Vineyard
Road, and the Arizona State Transportation Board has approved said exchange; and

WHEREAS, Pinal County through Central Arizona Council of Governments
(CAAG) agrees that funds in the amount of \$260,485 will be repaid to the State by
withholding from the CAAG federal funds.

NOW, THEREFORE, BE IT RESOLVED; Pinal County is hereby authorized to
enter into Intergovernmental Agreement JPA 00-22 with the state of Arizona, by and
through its Department of Transportation, for the purpose of defining responsibilities for
the conveyance of HURF funds for construction of the Queen Creek Box Culvert at
Vineyard Road.

PASSED AND ADOPTED THIS 17th DAY OF May, 2000,
BY THE BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA.


CHAIRMAN OF THE BOARD

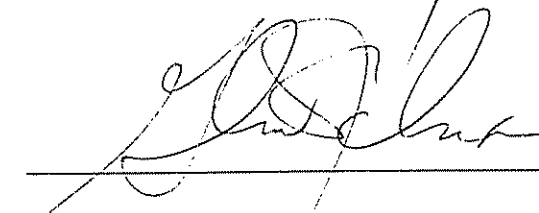
ATTEST:

Sheri Cluff, Deputy Clerk
CLERK OF THE BOARD

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 3 day of May, 2000.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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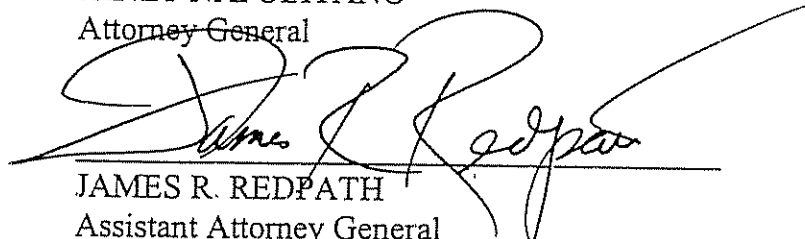
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0423TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 26, 2000.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/628582

Enc.